

## **ARTICLE 12 SENIORITY**

### **Section A. Seniority Definitions**

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State Classified Service, except that no hours paid in excess of eighty (80) in a biweekly pay period shall be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay (except military leaves of absence for up to 10,400 hours in accordance with Federal statutes) or layoff, except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to Union leave of absence, compensable injuries or illness shall continue to accumulate seniority for the full period of absence precisely as though they had been working, for Subsection 2 below. Employees off work due to compensable injury or illness shall also receive credit for longevity and State contribution for retirement.

1. Seniority as defined above shall be used for:
  - a. Annual Leave Accrual: If an employee leaves State Classified employment and is later rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual. The only exception shall be for employees rehired who repay severance pay received. (See Article 22, Section Q.)
  - b. Longevity Pay: If an employee leaves State Classified employment and later is rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for longevity pay. The only exception shall be for employees rehired who repay severance pay received. (See Article 22, Section Q.)
  - c. Retirement Credit: In accordance with statutory requirements.
2. Seniority as defined above (except that military time earned prior to State employment and credited to continuous service hours, and except service in any excepted or exempted position as outlined in the current Civil Service Commission Rules in State Government which preceded entry into the State Classified Service and which was credited to continuous service hours shall be removed from an employee's continuous service hours; however, seniority credit shall be given as provided for in Article 17, Section J) shall be used for:
  - a. Layoff and Recall (Article 13)
  - b. Assignment and Transfer (Article 14)

c. Overtime Scheduling (Article 15)

d. Vacation Scheduling (Article 16)

Employees laid off out of line seniority shall continue to receive continuous service credit for their period of lay off not to exceed five (5) years provided that a less senior employee in the same classification is still working at the Agency from which the employee was laid off.

Ties in seniority shall be resolved by considering the employee's Social Security number with the lowest number indicating the greatest seniority.

### **Section B. Application**

Management will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

### **Section C. Seniority Information**

For A.2 above, the employer will prepare seniority lists structured by Department and Agency, and classification showing the continuous service hours of all unit employees on the payroll on the preparation date. The seniority list for an Agency shall be prepared at the end of the first pay period in December and at the end of the first pay period in June. The seniority list will be posted not later than two (2) pay periods after preparation. The Agency is only obligated to post such list once each period. Current practices of posting seniority lists shall continue. Seniority lists reflect hours credited the pay period prior to the preparation date. A copy of the current seniority list shall be furnished to the Local Union.

Any employee or the Union shall be obligated to notify the Personnel Office in writing of any alleged error in current seniority list within fourteen (14) calendar days of the date such lists were provided to the Union and posted for employee review. If the employer becomes aware of an error within this fourteen (14) calendar day period, the employer shall notify the employee and the Local Union representative in writing. Any error reported in this fourteen (14) calendar day period which is found valid shall be corrected promptly, and the list will stand as corrected and will become effective as indicated below. If no error is reported within this fourteen (14) calendar day period, the list will stand as prepared and will become effective as indicated below.

For Article 16, the list prepared in December shall be in effect from April 1 through September 30; the list prepared in June shall be in effect from October 1 through March 31. The parties may agree to different effective dates in accordance with Article 16, Section B. For Articles 13, 14, and 15, the list prepared in December shall be in effect from January 15 thru July 14; the list prepared in June shall be in effect from July 15 thru January 14. Employees' seniority for each six month period shall be as indicated on the appropriate list. For purposes of the Layoff Article (13) only, employees who have "lost time" between the preparation date of the list and two weeks prior to the date

of their notification of layoff shall have such lost time deducted from seniority hours as indicated on the seniority list only in order to determine if the change alters the layoff. No other lost time shall be deducted from an employee's seniority until the preparation of the next seniority list.

#### **Section D. Supervisors**

All supervisory time earned on or before April 25, 1980 shall be counted for seniority purposes, and no supervisory time accrued after April 25, 1980 shall be counted for seniority purposes.

#### **Section E. Other Employees**

Anyone (other than non-exclusively represented employees and except as provided for in Article 12, Section D above) entering the Institutional Unit for any reason shall enter the Bargaining Unit with zero hours of seniority. Employees entering the Bargaining Unit from other exclusively represented bargaining units which allow employees to be credited with their total continuous service hours for seniority purposes, may likewise bring their total continuous service hours into this Bargaining Unit for seniority purposes after entry into this Bargaining Unit. Employees entering this Bargaining Unit under this provision shall not be credited with any Bargaining Unit seniority under Article 17, Section J. for any time outside this Bargaining Unit. The provision of this Section shall not apply to employees who have been laid off or are on leave of absence from this Bargaining Unit. If problem(s) arise in the application of this provision, an agency Labor-Management meeting will be held without undue delay to attempt to resolve the problem(s). If problem(s) are not resolved at that meeting, a department Labor-Management meeting will be held without undue delay to attempt to resolve the problem(s). Time limits for filing grievances will be tolled until after the above meetings have been held.

#### **Section F. Probationary Employees.**

For purposes of this Agreement, probationary employees shall be granted no seniority rights. Upon successful completion of the probationary period, such employees shall have credited to them the number of hours which they accumulated during their probationary period.